

-2-

YOR920000552US1

REMARKS

Claims 1-36 were originally presented in the subject application. Claims 1, 13 and 25 were amended in an Amendment and Response to Office Action dated June 4, 2004. Claims 37-48 were added in an Amendment and Response to Final Office Action dated November 5, 2004. No claims have herein been amended or canceled. Therefore, claims 1-48 remain in this case.

As a procedural matter, it appears that the Notice of References Cited accompanying the Office Action is different than the Walker et al. patent cited in the body of the Office Action. Correction is respectfully requested.

Applicants respectfully request reconsideration and withdrawal of the grounds of rejection.

35 U.S.C. §103 Rejection

The final Office Action rejected claims 1-3, 9-15, 21-27, 33-39 and 45-48 under 35 U.S.C. §103, as allegedly obvious over Walker et al. (U.S. Patent No. 6,249,772). Applicants respectfully, but most strenuously, traverse this rejection.

In Walker et al., a customer is provided a price over the Internet that is set by the manufacturer. The customer is allowed to choose a retailer local to the customer for pickup of the goods. The price set by the manufacturer may be different from that offered by the retailer. If the price is lower, an agreement between the manufacturer and retailer provides for payment from the manufacturer to the retailer to ensure the retailer gets the profit it would have received had the retailer sold the goods.

Claim 1 recites, for example, electronically sending by a requestor a request for an entitled price based on a preexisting entitlement from a public electronic environment. Against this aspect of claim 1, the Office Action cites to Walker et al. at column 4, line 65 to column 5, line 12.

As an initial matter, Applicants submit that Walker et al. does not teach the claimed entitled price. An entitled price is defined in the present specification as "the price a buyer is entitled to for a given item based on an entitlement[.]". See the specification at page 2, lines 12-13. Consistent with the definition for "entitled price" given in the present application, Webster's Ninth New Collegiate Dictionary defines "entitlement," in relevant part, as "a right to benefits specified esp. by law or contract." Thus, in the present invention, the buyer is a party to any contract with the seller, or else no entitlement on the part of the buyer would be created. The buyer in Walker et al. has no entitlement to any particular price. The manufacturer sets the price, and may have to pay the retailer if it chooses a price lower than that offered by the retailer, but that is pursuant to a contract between the manufacturer and the retailer, not the buyer. The price is "locked in" when quoted to the buyer only in the sense that the retailer has agreed with the manufacturer to charge the price set by the manufacturer (and only because of the differential payment agreed to by the manufacturer). Thus, Applicants submit that Walker et al. does not teach or suggest the claimed entitled price, or the electronic sending.

Claim 1 also recites automatically routing the request to a private electronic environment. Since Walker et al. fails to teach or suggest the claimed entitled price, Applicants submit it cannot teach or suggest routing a request therefor to anywhere, let alone to a private electronic environment. However, even ignoring the failure to teach or suggest the claimed entitled price, Walker et al. makes clear that the price is provided to the user from the Central Controller, which is directly connected to the Internet (see FIG. 1 of Walker et al. and description thereof); thus, the Central Controller is not a private electronic environment. Moreover, the Office Action admits that Walker et al. "does not expressly disclose the use of a public electronic environment versus a private electronic environment[.]". Thus, Applicants submit Walker et al. does not teach or suggest the automatic routing.

The Office Action seems to make much of a "private" price between the manufacturer and the buyer, but the fact is that it does not conform to the definition of "entitled price" used in the present claims. Moreover, the price is not actually private; the same price would be given to any buyer for the same goods by the manufacturer. The price for given goods is only private in the sense of potentially being different from a retailer chosen by the buyer for pickup that is part of the manufacturer's network of retailers. The price is set by the manufacturer; there are no

-4-

YOR920000552US1

negotiations, for example, between the buyer and manufacturer. Indeed, the whole point of Walker et al. is to give price control to the manufacturer.

Claim 1 further recites obtaining the entitled price within the private electronic environment while the requestor waits. Against this aspect of claim 1, the Office Action cites to Walker et al. at column 10, lines 10-24. However, even ignoring the fact that the price provided to the buyer from the manufacturer is not the claimed entitled price, Applicants submit the price provided is not obtained in a private electronic environment. As shown in FIG. 1 of Walker et al., the Central Controller is directly connected to the Internet. As set forth in the section of Walker et al. cited in the Office Action, the Central Controller is what provides the manufacturer price to the buyer. Thus, Applicants submit that Walker et al. fails to teach or suggest obtaining any price within a private electronic environment while the requestor waits, let alone the claimed entitled price.

Finally, claim 1 recites automatically returning the entitled price from the private electronic environment to the public electronic environment for providing to the requestor. As noted above, Walker et al. fails to teach or suggest the claimed entitled price, or the claimed private electronic environment. Thus, Applicants submit Walker et al. cannot teach or suggest the claimed automatic returning of the entitled price.

Therefore, Applicants submit that claim 1 cannot be rendered obvious over Walker et al.

Claims 13, 25 and 37 contain limitations similar to those noted above with respect to claim 1. Thus, Applicants submit the remarks made above regarding claim 1 are equally applicable to those claims. Therefore, Applicants submit none of claims 13, 25 or 37 can be made obvious over Walker et al.

CONCLUSION

Applicants submit that the dependent claims not specifically addressed herein are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

-5-

YOR920000552US1

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly requests allowance of claims 1-48.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.

Respectfully submitted,



Wayne F. Reinke
Attorney for Applicants
Registration No.: 36,650

Dated: April 12, 2005.

HESLIN ROTHENBERG FARLEY & MESITI P.C.
5 Columbia Circle
Albany, New York 12203-5160
Telephone: (518) 452-5600
Facsimile: (518) 452-5579